

7970-*P*  
RECORDATION NO. 7970-0 FILE 228

SEP 30 1988 - 10 46 AM

200 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 322-7070



## Pullman Leasing Company

INTERSTATE COMMERCE COMMISSION

September 21, 1988

Interstate Commerce Commission  
Office of Recordation  
Room 2303  
12th & Constitution Avenue  
Washington, D.C. 20423

8-274A022

No. SEP 30 1988  
Date .....

Fee \$ *13.00* .....

ICC Washington, D. C.

Re: Filing  
Supplemental Agreement  
Equipment Trust Agreement  
Dated as of June 10, 1988  
Equipment Trust Agreement  
Dated as of June 15, 1975  
(Series 6)

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement No. 15 (hereinafter referred to as the "Supplement") dated as of June 10, 1988 between The First National Bank of Chicago, as Trustee (hereinafter referred to as the "Trustee"), and Signal Capital Corporation (hereinafter referred to as the "Company"), to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 15, 1975 between the Trustee, as Trustee, and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 20, 1975 and was assigned Recordation Number 7970.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement No. 14 dated as of September 15, 1987 was filed with the Commission on December 17, 1987 and was assigned Recordation No. 7970-0.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Signal Capital Corporation, formerly known as Pullman Transport Leasing Company and the Trustee for the purpose of deleting from the Agreement units of the Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefore other units of equipment; and for the purpose of changing the identification marks and car numbers of some of the units.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$13.00 as the fee for recording the Supplement.

100 OFFICE OF  
THE SECRETARY  
SEP 30 10 46 AM '88  
MOTOR OPERATING UNIT

*C. Deery*  
*Assembly A. Morgan*

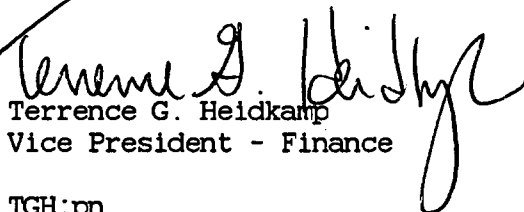


ICC - Office of Recordation  
September 21, 1988  
Page Two

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,

  
Terrence G. Heidkamp  
Vice President - Finance

TGH:pn

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/30/88

OFFICE OF THE SECRETARY

Terrence C. Heidkamp  
Pullman Leasing Company  
200 South Michigan Avenue  
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/30/88 at 10:55am, and assigned recordation number(s). 7970-P

Sincerely yours,

*Narita L. McGee*  
Secretary

Enclosure(s)

*Jcc*

REGISTRATION NO. *7970-P*  
SEP 30 1988 10 55 AM  
INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 2

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 6)

SUPPLEMENTAL AGREEMENT NO. 15

Dated as of June 10, 1988

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1975

BY AND BETWEEN

The First National Bank of Chicago  
Trustee

AND

Pullman Transport Leasing Company

SUPPLEMENTAL AGREEMENT NO. 15  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF APRIL 15, 1975  
(Series 6)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of June 10, 1988 by and between The First National Bank of Chicago, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), and Signal Capital Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "the Company").

WHEREAS, the Trustee and Pullman Transport Leasing Company, entered into an Equipment Trust Agreement, dated as of June 15, 1975 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, Pullman Rail Leasing Inc., formerly known as Pullman Transport Leasing Company, and the Company, formerly known as Pullman Leasing Company, entered into a Supplemental Agreement dated as of February 26, 1981 whereby the Company assumed as primary obligor, jointly and severally with Pullman Rail Leasing Inc., pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, the Trustee, Pullman Rail Leasing Inc., and the Company entered into a Supplemental Agreement dated as of September 30, 1986 whereby the Company assumed as sole obligor the prompt payment of principal and interest on the Trust Certificates and the due and principal performance and observance of all of the terms, covenants and conditions of the Equipment Trust Agreement to be kept and performed by Pullman Rail Leasing Inc.; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, in accordance with Section 5.07 of the Equipment Trust Agreement, the Company has requested that the Trustee permit the Company to change the identification mark and car numbers of units of the Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement No. 1 dated as of January 20, 1976; Supplemental Agreement No. 2 dated as of June 15, 1976; Supplemental Agreement No. 3 dated as of January 1, 1979; Supplemental Agreement No. 4 dated as of November 15, 1979; Supplemental Agreement No. 5 dated as of January 15, 1980; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 6 dated as of May 15, 1981; Supplemental Agreement No. 7 dated as of August 14, 1982; Supplemental Agreement No. 8 dated as of December 1, 1982; Supplemental Agreement No. 9 dated as of August 1, 1983; Supplemental Agreement No. 10 dated as of March 15, 1984; Supplemental Agreement No. 11 dated as of July 15, 1985; Supplemental Agreement No. 12 dated as of August 1, 1986; Supplemental Agreement No. 13 dated as of September 30, 1986; and Supplemental Agreement No. 14 dated as of September 15, 1987; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed and to permit the remarking and renumbering of the units of the Trust Equipment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1986. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. Attached hereto as Schedule C is a list which shows the present identification mark and car numbers for 67 units of the Trust Equipment and the new identification mark and car numbers which will be substituted therefor on each of such units.
4. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

The First National Bank of Chicago,  
as Trustee

By: *J. P. McConella*

Attest:

Signal Capital Corporation

*William M. Pellegrino*  
Assistant Secretary

By: *Patrick J. Lusk*

Vice President

STATE OF NEW HAMPSHIRE    )  
                                  )   SS  
COUNTY OF ROCKINGHAM    )

I, GENISE AMERO, a Notary Public in and for such County and State, do hereby certify that PATRICK J. LINK, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and ALLISON G. PELLEGRINO, and personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of June, 1988.

Genise Amero  
Notary Public

My commission expires

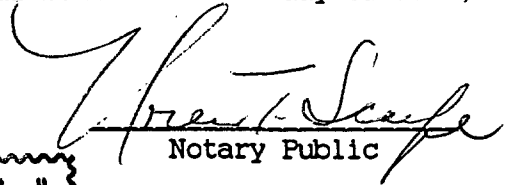
9/24/91

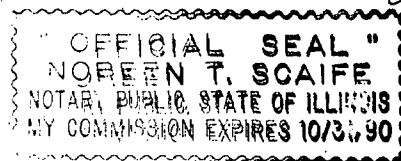


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I Noreen T. Scaife a Notary Public in and for such county and state, do hereby certify that JANICE OTT ROTUNNO, personally known to me to be Trust Officer of The First National Bank of Chicago, and R. D. Manella, personally known to me to be Vice President, of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Trust Officer and Vice President of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 10<sup>th</sup> day of June, 1988.

  
Notary Public



SCHEDULE A  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1975  
(SERIES 6)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value*</u>	<u>Equipment First Put Into Use No Later Than</u>
3	4750 cu. ft. 100-ton capacity covered hopper	PTLX 14420, 14572, 14691	\$24,032.18	5/74
1	4750 cu. ft. 100-ton capacity covered hopper	PTLX 14946	9,315.36	9/74
1	20,800 gallon non- insulated tank car	PTLX 220128	23,432.65	6/76
5	Total		<u>\$56,780.19</u>	

\*The fair value of the Trust Equipment which is set forth above is the actual fair value thereof which is greater than the cost thereof certified to the Trustee less an amount equal to 4.5% of such cost for covered hopper cars and 3.6% for tank cars for each full period of one year elapsed between the date such unit was first put in use as certified to the Trustee and the date as of which fair value is to be determined.

SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1975  
(Series 6)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value*</u>	<u>Equipment First Put Into Use No Earlier Than</u>
1	23,500 gal. capacity tank car	TLDX 92359	\$ 23,481.66	\$ 7,983.76	2/70
6	23,500 gal. capacity tank car	TLDX 92358, 92360, 92361, 92362, 92363, 92364	136,726.30	46,897.12	3/70
<u>1</u>	16,300 gal. capacity tank car	TLDX 216181	<u>21,080.64</u>	<u>7,546.87</u>	8/70
<u>8</u>	Total		<u>\$181,288.60</u>	<u>\$62,427.75</u>	

\*The fair value of the equipment which is set forth above is the value thereof as of the date of the transfer thereof to the Trustee as determined in accordance with the Code of Rules Governing the Condition of and Repairs to Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads, Operations and Maintenance Department, Mechanical Division, as in effect at the time in question which is equal to (1) the depreciated book value on the books of Pullman Leasing Company, as of the date of transfer thereof to the Trustee and (11) the cost thereof, less an amount equal to 3.6% of such cost for each full period of one year elapsed between the date such unit was first put in use, and the date of the transfer thereof to the Trustee and which is less than the actual fair value thereof to Pullman Leasing Company.

SCHEDULE C  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1975  
(SERIES 6)

PTLX 14157	SOO 84157	PTLX 14603	SOO 84603
14168	84168	14611	84611
14228	84228	14619	84619
14243	84243	14629	84629
14244	84244	14630	84630
14254	84254	14634	84634
14256	84256	14652	84652
14257	84257	14659	84659
14304	84304	14688	84688
14331	84331	14705	84705
14413	84413	14727	84727
14414	84414	14733	84733
14466	84466	14773	84773
14467	84467	14776	84776
14475	84475	14781	84781
14481	84481	14783	PTLX 14874
14488	84488	14791	SOO 84791
14500	84500	14793	PTLX 15266
14502	84502	14798	SOO 84798
14543	84543	14826	84826
14553	84553	14856	84856
14573	84573	14871	84871
14574	PTLX 15295	14952	84952
14576	SOO 84576	15556	85556
14597	84597	15567	85567

OLD CAR NUMBERNEW CAR NUMBER

PTLX 15586	SOO 85586
15594	85594
15601	85601
15605	85605
15606	85606
15626	85626
15636	85636
15655	85655
15656	85656
34477	34477
34478	34478
34479	34479
34485	34485
34497	34497
34500	34500
34540	SOO 34540
34563	SOO 34563